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Contract Database Metadata Elements

Title: **Lake Success, Village of and Lake Success Village Employees Unit, CSEA, Local 1000, AFSCME, AFL-CIO (1999)**

Employer Name: **Lake Success, Village of**

Union: **Lake Success Village Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **06/01/99**

Expiration Date: **05/31/03**

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Lake Success, Village Of And Csea
Lake Success Village Employees

VI
GEN

AGREEMENT BETWEEN

INCORPORATED VILLAGE OF LAKE SUCCESS

AND

CSEA, INC. LOCAL 1000 AFSCME AFL-CIO

JUNE 1, 1999 TO MAY 31, 2003

RECEIVED

SEP 17 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

No. of employees = 17

ARTICLE I RECOGNITION AND DEFINITIONS

- Section 1. The Lake Success Village and the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO, shall be referred to herein as "Village" and "CSEA" respectively.
- Section 2. The Village recognizes CSEA as the exclusive bargaining agent during the period of implementation of this agreement for permanent full-time employees of the Village in the following job classifications: Clerk-Typist, Groundskeeper, Maintainer, Maintenance Helper and Assistant Highway Supervisor.
- Section 3. "Full-time" employees are those employed for at least 20 hours per week, 52 weeks per year, and they become classified "permanent" after the satisfactory completion of a probationary period of 6 months of service.
- Section 4. This contract shall supersede former "Personnel Regulations" and the 1996-99 contract between the Village and the CSEA for the covered employees in Section 2.

ARTICLE II CONTRACT PERIOD AND DEDUCTIONS

- Section 1. The period covered by this contract is four years, from June 1, 1999 to May 31, 2003.
- Section 2. During such period, the Village will make payroll deductions for CSEA dues and life insurance premiums in one combined amount from each employees' paycheck and such monies will be accumulated to be remitted to CSEA periodically.

ARTICLE III. COMPENSATION AND HOURS

- Section 1. Effective June 1, 1999 the salary of Assistant Highway Supervisor will be adjusted by a one time only non-recurring adjustment of salary for this position in the amount of \$1,000.00 prior to the addition of the percentage increase. Effective June 1, 1999 the salary of the Parks Supervisor will be adjusted by one time only non-recurring adjustment of salary for this position in the amount of \$384.61 prior to the addition of the percentage increase for the 20 week period of the reclassification. The adjusted rates are reflected in the schedule set forth in Section 2.
- Section 2. The schedule of basic salary rates for each employee hired prior to June 1, 1993, covered by this contract will be:

		4.00%	4.00%	3.75%	4.25%
		6/1/99 to	6/1/00 to	6/1/01 to	06/1/02 to
		05/31/00	05/31/01	05/31/02	05/31/03
CLERK-TYPIST		\$33,613	\$34,957	\$36,268	\$37,810
✓ MAINTAINER	M 1	\$39,381	\$40,956	\$42,492	\$44,298
✓ ASST. HIGHWAY	A 1	\$44,580	\$46,363	\$48,101	\$50,146

The schedule of basic salary rates for each employee hired after June 1, 1993, covered by this contract will be:

SALARY SCHEDULE For Personnel starting after June 1, 1993

Step #		4.00%	4.00%	3.75%	4.25%
		6/1/99 to	6/1/00 to	6/1/01 to	06/1/02 to
		05/31/00	05/31/01	05/31/02	05/31/03
✓ #	Maintenance Helper H 1				
1	Grade 1	\$24,943	\$25,941	\$26,914	\$28,057
2	Grade 2	\$25,494	\$26,514	\$27,508	\$28,677
3	Grade 3	\$26,047	\$27,088	\$28,104	\$29,299
4	Grade 4	\$27,150	\$28,236	\$29,295	\$30,540
5	Grade 5	\$28,256	\$29,386	\$30,488	\$31,784
6	Grade 6	\$29,275	\$30,446	\$31,588	\$32,930
7	Grade 7	\$30,462	\$31,680	\$32,868	\$34,265
8	Grade 8	\$31,565	\$32,828	\$34,059	\$35,506
9	Grade 9	\$32,671	\$33,977	\$35,252	\$36,750
10	Grade 10	\$33,613	\$34,958	\$36,268	\$37,810
#	MAINTAINER M 2				
1	Grade 1	\$26,909	\$27,985	\$29,035	\$30,269
2	Grade 2	\$27,602	\$28,706	\$29,782	\$31,048
3	Grade 3	\$28,294	\$29,426	\$30,529	\$31,827
4	Grade 4	\$29,878	\$31,073	\$32,239	\$33,609
5	Grade 5	\$31,463 - 02	\$32,721	\$33,948	\$35,391
6	Grade 6	\$33,046	\$34,368	\$35,656	\$37,172
7	Grade 7	\$34,630	\$36,015	\$37,366	\$38,954
8	Grade 8	\$36,213 - 214	\$37,662	\$39,074	\$40,735
9	Grade 9	\$37,797 + 926	\$39,309	\$40,783	\$42,516
10	Grade 10	\$39,381	\$40,956	\$42,492	\$44,298

CLERK-TYPIST ✓ C 1

1	Grade 1	\$24,943	\$25,941	\$26,914	\$28,057
2	Grade 2	\$25,494	\$26,514	\$27,508	\$28,677
3	Grade 3	\$26,047	\$27,088	\$28,104	\$29,299
4	Grade 4	\$27,150	\$28,236	\$29,295	\$30,540
5	Grade 5	\$28,256	\$29,386	\$30,488	\$31,784
6	Grade 6	\$29,358	\$30,533	\$31,678	\$33,024
7	Grade 7	\$30,462	\$31,680	\$32,868	\$34,265
8	Grade 8	\$31,565	\$32,828	\$34,059	\$35,506
9	Grade 9	\$32,671	\$33,977	\$35,252	\$36,750
10	Grade 10	\$33,613	\$34,958	\$36,268	\$37,810

/ ASST. HIGHWAY A2

1	Grade 1	\$32,008	\$33,288	\$34,537	\$36,004
2	Grade 2	\$32,702	\$34,010	\$35,285	\$36,785
3	Grade 3	\$33,394	\$34,730	\$36,032	\$37,563
4	Grade 4	\$34,087	\$35,450	\$36,780	\$38,343
5	Grade 5	\$35,670	\$37,097	\$38,488	\$40,124
6	Grade 6	\$37,254	\$38,745	\$40,198	\$41,906
7	Grade 7	\$38,838	\$40,391	\$41,906	\$43,687
8	Grade 8	\$40,422	\$42,039	\$43,615	\$45,469
9	Grade 9	\$42,005	\$43,685	\$45,323	\$47,250
10	Grade 10	\$43,540	\$45,281	\$46,979	\$48,976

/ GROUNDKEEPER G2

1	Grade 1	\$32,008	\$33,288	\$34,537	\$36,004
2	Grade 2	\$32,702	\$34,010	\$35,285	\$36,785
3	Grade 3	\$33,394	\$34,730	\$36,032	\$37,563
4	Grade 4	\$34,087	\$35,450	\$36,780	\$38,343
5	Grade 5	\$35,670	\$37,097	\$38,488	\$40,124
6	Grade 6	\$37,254	\$38,745	\$40,198	\$41,906
7	Grade 7	\$38,838	\$40,391	\$41,906	\$43,687
8	Grade 8	\$40,422	\$42,039	\$43,615	\$45,469
9	Grade 9	\$42,005	\$43,685	\$45,323	\$47,250
10	Grade 10	\$43,540	\$45,281	\$46,979	\$48,976

Seasonal Reclassification - Parks Supervisor

The highway department Maintainer assigned to the Village parks will be paid at the Asst. Highway Supervisor rate during a 20 week period from May 15 through the end of September.

Section 3. Overtime pay will be at 1 1/2 times the regular rate for all work time required beyond eight hours on weekdays, and for up to 8 hours on Saturdays.

In order to qualify for scheduled overtime pay on a Saturday, Sunday and/or Holiday an employee must have actually been paid for 40 hours during that weekly pay period. If an employee is in a non-pay status when scheduled overtime occurs said employee will be paid at straight time rate of pay until 40 hours is accrued.

Overtime pay will be at twice the regular rate for all work time required beyond the 8 hours on Saturdays. All work performed will be paid at a double time rate Sundays and holidays. After the initial 8 hours at time and one-half are completed, or when called out to work a second time on the same day when double time is already in effect at the time of leaving the work-place, double time will be paid until dismissed or the start of the next scheduled work day. If employees are instructed to finish this overtime work and are recalled to perform additional work which is the same as or is a direct result of the occurrence which caused the original request within 8 hours, double time will be paid by the Village.

If employees are requested to work overtime for a period of time less than 8 hours and are requested to finish this overtime work and are recalled to perform additional work, which is the same as or is a direct result of the occurrence which caused the original request, within 8 hours, employees shall be paid by the Village at a rate of time and one-half for those hours worked to achieve 8 hours. The double time shall be paid after 8 hours of overtime work.

The determination of what work relates to the original request will be made by the immediate supervisor.

On the day following a Sunday or holiday, from one minute after midnight until the start of scheduled work time on that day, when called out to work, overtime pay will be paid at the double time rate. An employee may either be paid or take compensatory time off, at the overtime rate, subject to final approval by his supervisor.

The Village shall cash out the accrued compensatory time of a unit employee at the rate of pay at which it was earned. Accrued compensatory time is not

to exceed 240 hours.

Section 4. The overtime rate applicable to call out time will be calculated based upon the assumption that the minimum four (4) hours of pay started from the actual commencement of work by the employee called out. If an employee is called from home to perform overtime work, a minimum of four hours overtime will be guaranteed, providing that the entire four hours are outside of his normal work hours.

Section 5. Compensation will be on the basis of a fixed annual salary (from June 1 through May 31), paid bi-weekly on alternate Thursdays. The work week (pay period) is from 12:01 AM on Monday to midnight the following Sunday.

Section 6. The standard work day for Public Works and Golf Course employees is 8 hours on weekdays (1/2 hour for lunch); Office employees shall work the hours from 8:30 AM to 4:30PM with 1 hour off for lunch. Seasonal changes in hours pertaining to an entire crew may not be made unless 2 week notice is given.

Section 7. LONGEVITY ADJUSTMENT - Employees shall receive the following longevity payments:

Upon completion of 5 years	-	\$150.00
Upon completion of 10 years	-	\$200.00
Upon completion of 15 years	-	\$250.00
Upon completion of 20 years	-	\$300.00
Upon completion of 25 years	-	\$500.00

ARTICLE IV HOLIDAYS AND VACATIONS

Section 1. The following will be paid holidays for all employees covered by the contract: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and the last work Day before New Year's Day and Martin Luther King's Birthday.

Section 2. Paid holidays will be given to full-time employees before becoming "permanent" only after the completion of thirty days of continuous service.

Section 3. Holiday pay will not be given when an employee is absent on the work day preceding or following the holiday, unless the employee has a justifiable reason for such absence which can be proven to his supervisor.

Section 4. After completion of one year full-time employment, permanent employees will

be entitled to a paid vacation of two work weeks (10 days). After completion of two years, such vacation allowance will be increased one day for each subsequent year of service up to a maximum limit of four weeks.

Section 5. Vacations will be scheduled by the supervisor to conform to the work schedule and needs of the department, and may be broken down into separate one week periods, at the discretion of the supervisor. However, if an employee requests a vacation at some other time due to unusual personal reasons, such will be given consideration.

Section 6. Vacation time is not cumulative and must be used within a year of the time it becomes due. A vacation carryover of a maximum of 10 days may be carried from one year to the next year only.

ARTICLE V LEAVE TIME

Section 1. An annual total of twelve (12) days of paid sick leave will be granted each fiscal year (June 1 to May 31), and unused sick leave may be accumulated up to a maximum of 90 days. Payment for 60% of an employee's accumulated unused sick leave will be made upon termination due to resignation or retirement.

Section 2. An annual total of three (3) days paid personal leave will be granted each fiscal year upon approval of the employee's supervisor, provided the supervisor is notified of the reason for such personal leave and such notice is at least 2 days in advance whenever possible. Personal leave may not be accumulated.

Section 3. When an employee becomes sick, other than while on the job, said employee must notify the department head by the scheduled starting time of the department said employee is assigned to. Otherwise it will be considered as leave without pay. When an employee becomes ill on the job and must leave work before work is finished, he will be charged for the actual amount of time he left early.

Section 4. A doctor's certificate may be required for sick leave in excess of 2 days.

Section 5. Three days bereavement leave with pay will be granted upon the death of an employee's mother, father, wife, husband, child, mother-in-law, father-in-law, sister or brother. Two days bereavement leave with pay will be granted upon the death of Grandparents. One day bereavement leave with pay will be granted upon the death of a daughter-in-law, son-in-law, sister-in-law or brother-in-law.

- Section 6. Notice of jury duty must be submitted to the Village Clerk and such time will not be deducted from the regular salary of the employee, however, any fees, except travel time, that the employee receives from the court shall be turned over to the Village.

ARTICLE VI WORKERS' COMPENSATION AND DISABILITY INSURANCE

- Section 1. All on-the-job injuries are covered by standard Workers' Compensation Insurance which reimburses the injured employee and/or the Village for medical costs and loss of salary up to the maximum limitation.
- Section 2. After five working days missed, sick leave will be charged for time off due to on-the-job injuries, except that where the Village is reimbursed by Workers' Compensation Insurance such sick leave will be credited in proportion to the amount of such reimbursement. An employee will be paid full salary without charging sick leave for up to five working days when an on-the-job injury prevents him or her from returning to work.
- Section 3. All other accidents and disabling illness which prevents the employee from working is covered by Disability Insurance. This will partially compensate the employee for lost wages, beginning after five days of continuous incapacity from the date the disability began.
- Section 4. The Village will pay the entire cost of Disability Insurance (DBL). The carrier of the policy is currently National Benefit Life.

ARTICLE VII HEALTH INSURANCE

- Section 1. All permanent full-time employees hired prior to January 1, 1994 are covered by the New York State Empire Plan, Core Plus all enhancements, or its equivalent of which the basic Statewide option and the Group Health Insurance option are paid for entirely by the Village.
- All permanent full-time employees hired after January 1, 1994 are covered by the New York State Empire Plan, Core Plus all enhancements, or its equivalent of which the basic Statewide option and the Group Health Insurance option are paid for 85% by the Village and 15% contribution by the employee.
- Section 2. For employees who retire on or after age 55 and have worked for the Village for not less than 20 years the Village shall continue to pay the percentage of the cost of the Health Insurance Plan that it pays for active employees in accordance with Section 1 of this Article.

For employees who retire on or after their fiftieth year of age with more than 10 years but not less than 20 years of service with the Village, the retiree will contribute 50% of the cost of individual coverage and 65% of dependent coverage until the retiree reaches age 59, at which time the ~~Village~~ shall make the same percentage contribution toward the retiree's participation in the health insurance plan that it does for active employees.

Section 3. Should a retired employee die, the surviving spouse, if they remain unmarried, can assume the payments of 65% of the cost of the health insurance as provided by the Village for themselves and their unmarried dependent children as described in Section 2 until the surviving spouse reaches the age mandated by the New York State Civil Service Commission's regulations. After which time the unmarried surviving spouse and unmarried children are entitled to fully paid health insurance as provided by the Village.

Section 4. Dental - The Village will join and make available to its employees and dependents the CSEA Employees Benefit Fund Dental Plan - Horizon Plan. July 1, 1999 - June 30, 2000 - \$36.50; July 1, 2000 - June 30, 2001 - \$36.50; July 1, 2001 - June 30, 2002 - \$38.50; July 1, 2002 - June 30, 2003 - \$38.73. These rates are per enrolled employee per month.

Section 5. Optical - The Village will join and make available to its employees and dependents the CSEA Employees Benefit Fund Optical Plan - Gold 12 Plan. July 1, 1999 - June 30, 2000 - \$12.45; July 1, 2000 - June 30, 2001 - \$12.45; July 1, 2001 - June 30, 2002 - \$14.43; July 1, 2002 - June 30, 2003 - \$14.86. These rates are per enrolled employee per month.

Section 6. Should CSEA Benefit Fund allow the Village to pay a lesser amount toward dental or optical coverage for its single employees without dependents, the Village shall be entitled to take advantage of such savings.

Section 7. The Village will pay for a Commercial Drivers License (CDL), which is required by the NYS Department of Transportation for those Village drivers who are required to drive Village vehicles.

ARTICLE VII RETIREMENT BENEFITS

Section 1. The Village participates in the New York State Employees' Retirement System and upon achieving permanent status, all employees may join if they so desire.

Section 2. The Village will provide the Non-Contributory Plan, (Section 75I) of the New

York State Employees' Retirement System, and also in Section 60b for improved death benefits. Eligible employees are covered by retirement tiers provided for by law.

ARTICLE IX WORK CLOTHES

Section 1. The Village will provide for each employee covered by this contract, who is classified as Groundskeeper, Maintainer, Maintenance Helper and Asst. Highway Supervisor, the following uniform items:

T-Shirts - five (5) per year
Long Sleeve Shirts - five (5) per year
Pants - five (5) per year
Hooded Sweat Shirt - One (1) per year
Safety Shoes - Each employee will be entitled to two pair of safety shoes not to exceed an annual shoe allowance of \$180

The following items will be supplied on an as needed basis and will be replaced and exchanged with approval of the Village Administrator and Department Head.

Winter Jacket OR insulated coveralls.
Rain Gear, chest waders, rain boots

The Village will stock safety gloves, safety glasses, hard hats, and reflective vests for all employees.

Employees must wear their supplied uniforms and safety equipment as required by the Village. Failure to do so will subject the employee to discipline.

ARTICLE X VILLAGE RIGHTS

Section 1. The Village shall be free to exercise its rights to manage this business without interference, and to direct its working forces as its municipal operations warrant, including but not limited to, the power to schedule the work as it deems necessary, assign personnel to such work, fix their duties, administer, supervise, discipline, hire and discharge for cause, create and abolish positions and make reasonable rules in connection with all of the foregoing under conditions as prescribed in this contract and not in violation of the law.

Section 2. Nothing in this contract shall in any way restrict the powers of the Village to

contract with other governmental units or with private parties for the performance of any work or services required by the Village, whether or not such work or services could be performed by the employees covered by this Contract except that an entire Village Department may not be abolished and all its personnel laid off so that functions of such department may be performed by others under a private contract.

ARTICLE XI IMPLEMENTATION OF CONTRACT

Section 1. The Village shall take all necessary steps, including the passage of appropriate resolutions, to implement the terms of this contract.

PURSUANT TO CIVIL SERVICE LAW Section
204-A, THE FOLLOWING NOTICE IS
INSERTED:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XII EMPLOYEE RIGHTS

Section 1. All employees who are appointed from a Civil Service List are afforded the protection of Section 75 of the Civil Service Law.

ARTICLE XIV AGENCY SHOP

Section 1. For employees hired after June 1, 1987, in the negotiating unit, who have not authorized in writing a deduction of union dues, and amount equivalent to the dues levied by CSEA, Inc., the Village shall deduct from the salary or wages paid to such employees and amount equivalent to the dues levied by CSEA, Inc. to the address as designated by the CSEA. Such deductions shall commence no later than fifteen (15) days after the employee completes his probationary period and is a permanent hiree.

The CSEA, Inc. agrees to hold the Village harmless from any and all money damages which the Village pays as a result of a decision of a court to competent jurisdiction holding the Village liable for damages for compliance with the wage deductions provided by the section.

This contract shall be effective as of the 1st day of June 1999 and shall continue in full force and effect until May 31, 2003.

GRIEVANCE PROCEDURE

ADOPTED DECEMBER 5, 1983

Pursuant to Section 684 of the General Municipal Law the Village of Lake Success hereby establishes the following grievance procedure to settle grievances that any of its employees may have concerning the terms or conditions of their employment, any actions taken by the Village connected with their employment or any dispute arising out of the interpretation or application of the agreement between the Village and the CSEA. An employee shall have the right to present a grievance in the following manner:

STEP 1. Within 20 days after a grievance occurs, an employee shall present it to his immediate supervisor orally or in writing. The immediate supervisor shall discuss the grievance with the employee and CSEA representative, if any, and make such investigation as the supervisor deems appropriate. The discussion and resolution of a grievance at the first stage shall be on an oral and informal basis, and its resolution shall not be in conflict with any established working conditions or rules for that employee's position. Within three days after presentation of the grievance, the immediate supervisor shall give his answer to the employee in writing. The supervisor shall also submit a written report of the grievance and his reply to the Village Clerk for his approval.

STEP 2. If the grievance is not satisfactorily resolved in Step 1, the grievance may, within five days after the answer in Step 1, be presented in a written statement to the Village Clerk signed by the employee. The statement shall set forth the nature of the grievance and the facts relating to it. The Village Clerk may discuss the grievance with the employee, the employee's supervisor and the CSEA representative, if any, and shall make such investigation as he deems appropriate. The Village Clerk shall hold an informal hearing and take oral and/or written statements from all parties involved. Within five (5) days thereafter, the Village Clerk shall give a written decision to the employee, with copy to the immediate supervisor, and this decision shall be final unless it is appealed to the Village's Grievance Board.

A grievance which affects a substantial number or class of employees, and which the representatives designated in Step 1 lack authority to settle, may initially be presented at Step 2 by the CSEA representative.

STEP 3. If the decision of the Village Clerk is not accepted, it may within 10 days after the answer in Step 2 be referred to the Village's Grievance Board. Such appeal shall be submitted in writing, together with all previous documentation related to the grievance. The Grievance Board shall hold a formal hearing and make a determination on the basis of all

testimony and documents presented. The employee has the right to be represented at such hearing.

A hearing by the Grievance board may be conducted by any one or more members of the Board. However, if less than the full Board presides at such a hearing, the number of members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report. The report of the Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendations. The Board shall send a copy of its report to each employee involved, his representative, if any, the Village Clerk, and the Mayor of the Village.

Within ten (10) days of receiving the report and recommendations of the Grievance Board, the Mayor shall render a final decision from which no further appeal may be taken. The decision shall be in writing and copies sent to all parties involved as enumerated above.

All time limits shall be exclusive of Saturdays, Sundays and holidays.

IN WITNESS WHEREOF, the parties have caused this contract to be signed by their
respective officers this day of , 1999.

Incorporated Village of Lake Success

By: _____
Robert S. Bernstein, Mayor

Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO

By: _____
Collective Bargaining Specialist

By: _____
Unit President

ATTEST:

Village Administrator / Clerk

INCORPORATED VILLAGE OF LAKE SUCCESS

NEW YORK

December 8, 1972

MEMO TO: Nate Squires, Superintendent of Grounds
Fred Ninesling, Superintendent of Public Works

FROM: J.G. Benedict, Village Administrator

SUBJECT: Village Overtime Policy

The Board of Trustees has reaffirmed its policy that when overtime work is needed, such as on weekends and holidays, such work must first be offered to regular full-time employees before it is given to any seasonal or part-time employees.

J.G.B.

cc to: Trustee J.L. Hauser
Trustee Monte Leff

ges

November 18, 1983

Mr Harrold Krangle
Nassau County Local 830
Civil Service Employees Association
1101 Stewart Ave.
Garden City, N.Y. 11530

Dear Mr. Krangle:

In regard to interpretation of the overtime policy stated in the memorandum dated December 8, 1972, it is agreed that when a seasonal worker can no longer work on all weekdays, but only on weekends, such weekend work will first be offered to permanent full-time employees in the department normally responsible for and experienced in doing such work.

Sincerely,

Reuben L. Kershaw
Mayor

RLK:lm

cc: Robert Chavis
Robert Precht, Unit President

January 10, 1984

Civil Service Employee Association
300 Vanderbilt Motor Parkway
Hauppauge, NY 11788

Attn: Mr. Harold Krangle
Field Representative

Dear Sir:

At the request of Bob Precht, I am sending you what is my understanding of Village policy concerning new full-time employees.

When a new employee is appointed by the Board of Trustees as a full-time probationary employee for a six month period. he (or she) immediately comes under work rules and personnel policy which apply to all other full-time employees. This includes following usual departmental procedures for calling in employees of that department for overtime work.

It has always been Village policy to utilize all available full-time members of a department responsible for a particular function for overtime work before calling in employees from other departments for assistance. For instance, during the tennis season, the Park Department maintenance man gets all overtime work on the tennis courts on Saturdays and Sundays, except, when he is not available, men from the Public Works Department are called in.

To my knowledge, there has never been any distinction made between full-time employees who are serving a probationary period and permanent full-time employees who have completed their probationary period. The probationary period is a creation of the Nassau County Civil Service Commission. As I see it, its main purpose is to give the employing agency one last chance to dismiss a new permanent employee without cause at the end of his probationary period if it just looks like he is not going to be suitable in the job.

Robert Precht
CSEA President

Trustee Robert Bernstein
Public Works Liaison

Dear Bob,

I am sending you this letter to try to clear up the problem with the scheduled overtime at the Park.

There was a verbal agreement that the season would be from Memorial Day to Labor Day the that any seasonal worker couldn't do overtime before or after this time unless all full time workers were asked first. This verbal agreement was in addition to the letter that was drafted November 18, 1983. You could talk to either Mike Goldstein or Bob Chavis because they were at the negotiations when this was discussed.

Thank you for your concern and cooperation in this matter.

Robert Precht
CSEA President

May 13, 1985